

Chapter 8

AIR FORCE DONATION/LOAN PROGRAM

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Section 8A-- Donation/Loan Program in General.

8.1. General. This chapter prescribes policies and procedures pertaining to the donation or loan of Air Force (AF) surplus and foreign excess property to eligible recipients. It is AF policy that any such donation or loan shall comply with the provisions of DoD Manual 4160.21, *Defense Reutilization and Marketing Manual*, March 1990, Chapter XIII, Donations. The policies and procedures for loan or lease of nonexcess personal property can be found in Volume 1, Part 1, Chapter 10, Section 10N.

8.2. Authority.

8.2.1. Statutory.

8.2.1.1. Donations, except those made under Title 10, United States Code, Section 2572, covered in paragraphs 8.3. and 8.4., may be made only as authorized by the Congress and the authority delegated by the Administrator, General Services Administration (GSA) to the Secretary of Defense with respect to the disposal of surplus and foreign excess property of the military services and defense agencies.

8.2.1.2. Donations, as authorized in paragraph 8.2.1.1., are controlled and accomplished by the Defense Reutilization and Marketing Office (DRMO) in conjunction with GSA, the State Department, Federal Aviation Administration, and other Government agencies, as appropriate. Authorized donees (transferees) include:

8.2.1.2.1. Service educational activities (SEA).

8.2.1.2.2. Public airports.

8.2.1.2.3. States in major disaster areas.

8.2.1.2.4. Public health institutions, or public libraries, etc.

8.2.1.2.5. Public bodies.

8.2.1.3. Within the United States Air Force (USAF) 10 U.S.C. 2572, as amended, applies. Pursuant to this authority, only property to be used for historical or display purposes is eligible for donation or loan.

8.2.2. Regulatory.

8.2.2.1. Donation or loan of all AF property to state, foreign, or incorporated museums under 10 U.S.C. 2572 is controlled and authorized by the USAF Museum (USAFM/MU), 1100 Spaatz St., Wright-Patterson AFB, Ohio 45433-7102. AFI 84-103, *Museum System*, applies.

8.2.2.2. Donation or loan of AF aircraft and missiles to all other authorized recipients under 10 U.S.C. 2572 (except as provided in paragraph 8.2.2.1.) is controlled and authorized by the Aerospace Maintenance and Regeneration Center (AMARC/LG(3)), 6805 E. Irvington Rd, Davis-Monthan AFB, Arizona 85707-4341. Procedures in Section 8B of this chapter apply.

NOTE: The USAFM and AMARC are the only activities within the United States Air Force authorized to enter into and negotiate loan agreements for aircraft and missiles under 10 U.S.C. 2572.

8.2.2.3. Donations or loans of AF property made under 10 U.S.C. 2572 (other than aircraft and missiles and that controlled by the USAF Museum) are authorized and controlled by HQ AFMC/LGID.

8.3. Restrictions.

8.3.1. 10 U.S.C. 2572, as amended, permits the donation or loan of surplus and foreign excess property. These donations or loans are made for historical, ceremonial, or display purposes only and are restricted to books, manuscripts, works of art, historical artifacts, drawings, plans, models, and condemned or obsolete combat materiel. Donations or loans made pursuant to this authority will occur only after demilitarization of the property consistent with the intended use of the property or required by DoD Manual 4160.21-1, *Defense Demilitarization Manual*, October 1991. Aircraft and missiles shall be donated only for static display purposes - *not for flight use*. Aircraft and missiles shall be donated in accordance with Section 8B of this chapter. Donations to state, foreign, or incorporated museums shall be donated in accordance with AFI 84-103, *Museum System*.

8.3.2. Ensure the aircraft is prepared in accordance with the appropriate 00-80G series technical order. All ejection systems, impulse charges, fire bottles, pneumatic and hydraulic accumulators, and spring loaded or gravity energy sources (such as the tail hook) must be rendered safe.

8.3.3. Under no circumstances will the United States Air Force donate or loan firearms or weapons for any reason. Requests for firearms will be forwarded to the Commander, U.S. Army Armament Munition and Chemical Command, ATTN: AMSMC-MMD-L, Rock Island, Illinois 61299-6000.

8.3.4. Policy for flight delivery of static display aircraft can be found in paragraph 9.9.

8.3.5. The USAF will only donate or loan property for which system or item management responsibility was assigned to the Air Force. The only exception to this policy is with aircraft donations or loans made through the Aerospace Maintenance and Regeneration Center located at Davis-Monthan AFB, Arizona.

8.4. Authorized Recipients. The following organizations are authorized recipients of property falling under the provisions of 10 U.S.C. 2572:

- 8.4.1. A municipal corporation;
- 8.4.2. A soldiers' monument association;
- 8.4.3. A museum, historical society, or historical institution of a state or a foreign nation;
- 8.4.4. An incorporated museum that is operated and maintained for educational purposes only and the charter of which denies it the right to operate for profit;
- 8.4.5. A post of the Veterans of Foreign Wars (VFW) of the United States or of the American Legion or a unit of any other recognized war veterans association;
- 8.4.6. A local or national unit of any war veterans association of a foreign nation which is recognized by the national government of that nation (or by the government of one of the principal political subdivisions of that nation);
- 8.4.7. A post of the Sons of Veterans Reserve.

8.5. Processing of Donation/Loan Requests.

- 8.5.1. Queries received from activities cited in paragraph 8.2.1.2.1. through 8.2.1.2.5. Contact the nearest DRMO to obtain the address of their regional office, and refer the query to that regional office. Advise the correspondent of the referral.
- 8.5.2. Queries regarding donation or loan under 10 U.S.C. 2572 from activities cited in paragraph 8.4. Forward the request to the appropriate organization cited in the following paragraphs and advise the correspondent of the referral.
 - 8.5.2.1. AF aircraft and missiles (to recipients other than a museum): AMARC/LG(3), 6805 E. Irvington Rd, Davis-Monthan AFB, AZ 85707-4341.
 - 8.5.2.2. All other AF items (to recipients other than a museum): HQ AFMC/LGID, 4375 Chidlaw Road Ste 6, Wright-Patterson AFB OH 45433-5006.
 - 8.5.2.3. AF aircraft, missiles, and all other AF items (to museum recipients): USAFM/DR, 1100 Spaatz St., Wright-Patterson AFB OH 45433-7102.
 - 8.5.2.4. The local base, depot supply organizations or item managers at the Air Logistics Centers are not authorized under 10 U.S.C. 2572 to approve or accomplish donations or loans from active stock record accounts. Nor are they permitted to donate or loan excess property directly to organizations, institutions, or individuals under the provisions set forth in this chapter.

8.6. Documentation.

- 8.6.1. Prior to the release of any property to an authorized recipient, appropriate documentation must be prepared and finalized. A *Conditional Deed of Gift*, or *Standard Loan Agreement*, formatted as in Attachments 8A1 or 8A2, is required. Additionally, a *Certificate of Assurance of Compliance*, formatted per Attachment 8A3, is required under Title VI of the Civil Rights Act of 1964. The *Certificate of Assurance of Compliance* must be signed for the recipient organization by an official authorized to obligate the receiving organization. All agreements shall be coordinated with the cognizant legal office.

- 8.6.1.1. **Documentation for Donations to Foreign Countries.** Additional documentation and steps must be taken on requests for donations of static display aircraft/missiles leaving the United States. These donations will be processed through the Office of Defense Trade Controls PM/DTC, Department of States, Washington DC,

and must have all approved documentation on hand before any movement of property takes place. Each approved donation request will be worked on an individual basis through: Director, Office of Defense Trade Controls, PM/DTC, Room 228, SA-6, U.S. Department of State, Washington DC 20522-0602, Telephone: Commercial (703) 875-6616. The Office of Defense Trade Controls will work with you and furnish the forms required for the current request being worked.

8.7. Definitions. The following definitions are provided for clarity:

8.7.1. A veterans organization is an organization which has been recognized by the Assistant Secretary of Defense (Public Affairs). Such recognition is based upon size and purpose of the organization and upon the service rendered to veterans. The organization must be composed of honorably discharged American soldiers, sailors, airmen, marines, or members of the U.S. Coast Guard, including but not limited to, organizations such as the American Legion, Veterans of Foreign Wars, Disabled American Veterans, etc.

8.7.2. A museum, historical society, or historical institution of a State is an organization established and operated by any of the 50 state governments.

8.7.3. An incorporated museum is one that is operated and maintained for educational purposes only, and whose charter denies it the right to operate for a profit. An incorporated museum must be chartered as a nonprofit educational museum by the state in which the facility is located and must qualify for tax exemption per the Internal Revenue Service.

8.7.4. A municipal corporation is a city, borough, incorporated town, or other "municipal corporation" as defined by state law. **NOTE:** County governments are not listed in the law as eligible recipients and therefore cannot normally receive donations. It has been determined, however, that some county governments may be classified as municipal corporations within the meaning of the law and can be eligible for donations. Whether or not a county government can be considered a municipal corporation is a determination which must be made on a case-by-case basis. There are two prerequisites which must be met. The state in which the county is located must have passed legislation authorizing the incorporation of counties; and the particular county must be incorporated according to the state requirements. Prospective county donees must substantiate their status as "municipal corporations" to AMARC in one of two ways, either by:

8.7.4.1. Providing a legal opinion from the states' attorney general, indicating that the transferee is automatically a "municipal corporation" under state statute; or

8.7.4.2. Providing a copy of a certificate of incorporation from the state's Secretary of State (or other official document to the same effect), and a statement from the transferee's legal counsel indicating that, to the best of their knowledge, the transferee qualifies as a municipal corporation.

8.7.5. The transferor is the term used for identifying the United States Government (USG) in a donation/gift/transfer transaction.

8.7.6. The transferee is the term used for identifying the agents of the authorized activity requesting the donation/gift/transfer transaction.

8.7.7. The lender is the term used for identifying the USG in a loan transaction.

8.7.8. The borrower is the term used for identifying the nonprofit organization, municipality, or other authorized activity in a loan transaction.

8.7.9. The applicant-recipient is the term used in the *Certificate of Assurance of Compliance* for the authorized recipient organization for either a donation/gift/transfer or loan arrangement.

8.7.10. A *Conditional Deed of Gift* is the legal contract between the transferor and the transferee for a transfer, gift, or donation.

8.7.11. A *Standard Loan Agreement* is the legal contract between the lender and borrower for a loan of Government property to an authorized recipient.

8.7.12. A *Certificate of Assurance of Compliance* is the legal contract between the applicant-recipient and the USG. It assures the USG that the recipient will not exclude any persons from participation in or be denied the benefits of, or be otherwise subjected to discrimination, on the grounds of race, color, national origin, sex or handicap, under any program or activity for which the applicant-recipient receives a donation from the USG. It implements Title VI of the Civil Rights Act of 1964, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

Section 8B-- Aircraft and Missile Donations/Loans.

8.8. General.

8.8.1. This section applies to the aircraft and missile donation/loan program and applies only to the Aerospace Maintenance and Regeneration Center (AMARC), located at Davis-Monthan AFB, Arizona. Except for authority listed in paragraph 8.2.2.1., AMARC is the only activity/organization authorized to enter into and negotiate loan agreements for aircraft/missile static display.

8.8.2. 10 U.S.C. 2572, as amended, authorizes the loan or conditional donation of certain types of surplus military combat equipment to approved organizations for memorial or historic static display. The Department of the Air Force, as well as the Department of the Navy, generate limited quantities of various types of combat aircraft and missiles which through use, obsolescence, or mission changes become surplus to the service's inventory requirement. These surplus aircraft and missiles can be donated or loaned under 10 U.S.C. 2572, as amended, to approved organizations for static display. When properly displayed and maintained, an aircraft or missile serves as a fitting tribute in commemoration of those Americans who have served or are now serving our nation as members of the Armed Forces. Such a display also may serve as an inducement to those Americans who are considering future military careers. It is, therefore, essential that each display be maintained in a manner so that its appearance and use will reflect favorably on the transferee/borrower and the military services. For the purpose of these procedures, hereafter, the word "aircraft" shall be interpreted to mean either a combat type aircraft or a missile. The documentation discussed in paragraphs 8.6. and 8.8.3. are the required legal instruments which obligate the transferee/borrower organization to the responsibilities involved in the acceptance of a federal property donation or loan. This document will be furnished to the transferee/borrower at the time of donation or loan and must be completed and returned to the transferor/lender prior to actual release of the aircraft.

8.8.3. Aircraft to support the donation/loan program are selected from the surplus aircraft in storage at AMARC. After reclamation and demilitarization of selected aircraft, the aircraft are then released to approved transferees/borrowers on an "as is, where is" basis by AMARC. Hold Harmless and Work Agreements are required of all agencies outside of the DoD. The Hold Harmless Agreement is a standard instrument which is designed to relieve the DoD of liability in the event of property damage or bodily injury while processing aircraft at AMARC. The Work Agreement specifies what is required of the agency during work performance on base. AMARC/LG shall coordinate the format of these documents with the Staff Judge Advocate of their servicing legal office. A certificate of liability insurance is also required to be on file with AMARC when private individuals or business firms are retained by the transferee in the performance of work at AMARC. A letter of authorization, releasing the aircraft, will also be required when the recipient differs from the agency appearing on

the appropriate application and release document.

8.9. Requests for Aircraft/Missile Static Display.

8.9.1. A letter of formal request will be forwarded to AMARC/LG(3), 6805 E. Irvington Rd, Davis-Monthan AFB AZ 85707-6201.

8.9.2. All correspondence requesting loans or donations of surplus property must be signed by an individual authorized to obligate the loan or donation. Municipal corporation requests must be signed by the highest elected official (mayor, chairman of the county board of supervisors, etc.) or the city or county manager, depending on how the municipal corporations are organized. An application submitted by posts or local units of recognized veterans organizations must be signed by the post/unit commander and will include the written approval of their National Headquarters, if they are nationally organized. Additionally, the formal letter of request should include the intended use and a description and photograph of facilities available for displaying the donated or loaned aircraft.

8.9.3. AMARC/LG will maintain a suspense file of requests for static display and effect donations or loans based on aircraft availability and date of request.

8.10. Disassembly, Transportation, and Reassembly of the Aircraft. Although there is no charge for the aircraft, the donations or loans are made on an "as is, where is" basis. Consequently, disassembly, packing, crating, and transportation to the display site, and reassembly of the aircraft, are totally the financial and physical responsibility of the transferee/borrower. However, if contractual assistance is needed for these services, a list of local area contractors and transportation companies who have expressed an interest in providing these services, will be provided by AMARC to the transferee/borrower upon request.

8.11. Display Requirements. Specific requirements relative to the care and display of donated or loaned aircraft are contained in the *Conditional Deed of Gift* (Attachment 8A1) and the *Standard Loan Agreement* (Attachment 8A2). Additional considerations for display and safety are covered in Attachment 8A4. Aircraft are not considered safe or suitable for use as playground equipment. Therefore, aircraft will not be loaned or transferred for use as playground equipment.

8.12. Disposal of Display Items. Donated or loaned property will not be sold, leased, rented, loaned, or exchanged for monetary gain or otherwise by the transferee/borrower. Further, donated or loaned aircraft or missiles will not be used as security for a loan. Improper disposition of the aircraft can place the transferee/borrower organization in an embarrassing position in that the recipient will have acquired an aircraft for which it does not have a clear title. The transferee/borrower organization and its agents may be subject to legal actions for breach of an obligation under the *Conditional Deed of Gift/Standard Loan Agreement*. Since aircraft are donated or loaned for display purposes and not for flight use, any attempt to license the aircraft for flight will be rejected by the Federal Aviation Administration, and the transferor/lender will be alerted regarding an apparently illegal use or disposition of donated or loaned aircraft. If, at any time, the transferee desires to dispose of the donated aircraft, instructions provided in paragraph 12 of the *Conditional Deed of Gift* must be followed.

8.13. Reporting Requirements.

8.13.1. HQ AFMC/LGID has overall responsibility for overseeing the accurate administrative control over the status of excess property donated or loaned under 10 U.S.C. 2572.

8.13.2. Annually, AMARC/LG(3) will check on the loan or donated property. This check, as a minimum will ensure:

- 8.13.2.1. The property is being used for the requested and approved purpose.
- 8.13.2.2. The property is being maintained and protected in accordance with the agreement.
- 8.13.2.3. The transferee/borrower desires to retain the property.
- 8.13.2.4. The transferee/borrower is complying with the terms and conditions of the loan or donation agreement. **(NOTE:** A certificate to that effect may be needed.)
- 8.13.2.5. For any suspected irregularity in the intended use, or any noncompliance with the loan or donation agreement, AMARC shall investigate any allegations immediately. The results of the investigation shall then be coordinated with the Staff Judge Advocate (SJA) of the cognizant legal office to ascertain whether legal action should be pursued. A copy of the report shall be forwarded to HQ AFMC/LGID at the same time. This requirement is exempt from a reports control symbol (RCS) in accordance with paragraph 2.11.8., AFI 37-124, *The Information Collections and Reports Management Program; Controlling Internal, Public, and Interagency Air Force Information Collections*.
- 8.13.2.6. The cognizant legal office shall review the report and consult with the HQ AFMC/JAM to decide the course of any legal action. HQ AFMC/LGID will be advised of the results of this review.
- 8.13.3. Annually, as of 30 September each year, AMARC/LG will furnish a listing of the current static display aircraft/missiles to HQ AFMC/LGID. As a minimum, the report shall contain by State (alphabetically), the transferee/borrower (whether city or veterans organization), mission/design/ series (MDS) of aircraft or missile designation, serial number, nickname of aircraft or missile, and date donated or loaned. A letter accompanying the listing shall indicate whether the required annual check has been completed for each loan/donation on file. RCS: MTC-LG(A)9004, *AMARC Static Display Aircraft/Missile Report*, applies.
- 8.13.4. AMARC/LG shall coordinate with the SJA of their servicing legal office for any legal problems arising out of possible violations or breaches of any agreement. Information copies of all pertinent documentation will be furnished to HQ AFMC/LGID.
- 8.13.5. AMARC shall immediately investigate any allegations, suspected irregularities in the intended use, or any noncompliance with the loan or donation agreement outside the annual review. The results of the investigation shall then be coordinated with the SJA of the cognizant legal office to ascertain whether legal action should be pursued. A copy of the report shall be forwarded to HQ AFMC/LGID at the same time. This requirement is exempt from an RCS in accordance with AFI 37-124, paragraph 2.11.8.
- 8.13.6. The cognizant legal office shall review the report and consult with HQ AFMC/JAM, if necessary, to decide the course of any legal action to be taken regarding paragraph 8.13.5. HQ AFMC/ LGID shall be advised of the recommended action.
- 8.13.7. Depending on the seriousness of any irregularity or the value of the excess property, other organizations may assist in the investigation or the enforcement of legal rights. The enforcement of legal rights may entail several remedies, e.g., repossession, termination of the agreement, possible criminal or other civil actions.

Attachment 8A1
Sample -- Conditional Deed of Gift

Conditional Deed of Gift

This agreement, made as of _____ between the UNITED STATES OF AMERICA (hereinafter called *the Government or the transferor*) represented by _____, and _____ (hereinafter called *the transferee*) operating under the laws of the State of _____ and located at _____.

Witnesseth:

1. The Secretary of the United States Air Force is authorized by 10 U.S.C. 2572, as amended, to transfer by loan, gift, or exchange any documents, historical artifacts, and condemned or obsolete combat materiel not needed by the Department, without expense to the United States, and under the terms prescribed by the Secretary. The (name of organization, city, etc.) is eligible under terms of 10 U.S.C. 2572, (subsection-specific).
2. The transferee has applied in writing by letter dated _____ for a _____ and has agreed to assume and pay all costs, charges, and expenses incident to the transfer, including the cost of any required preparation for transportation to _____.
3. The Government agrees: (a) to release _____ to the transferee on an "as is, where is" basis and without warranty of any kind; and (b) to notify the transferee of the available date for pickup of the property sufficiently in advance thereof to enable the transferee to make the necessary arrangements for acceptance.
4. The transferee agrees to accept the property on an "as is, where is" basis and shall be responsible for all arrangements and costs involved in its movement. The transferee shall, at no cost to the transferor, arrange and pay for disassembly, packing, crating, transportation, and other actions, as necessary, for the movement of the transferred property to the transferee's display location. The transferee shall not sell, lease, rent, lend, or exchange the transferred property for monetary gain or otherwise, or use it as security for a loan under any circumstances. Additionally, the transferee agrees to remove from the government premises, the transferred property within sixty (60) days after notification of the date the transferred property is available for pickup.

Cont'd

5. The transferee shall use the transferred property in a careful and prudent manner, and shall maintain it and make such repairs as are necessary to keep it in a clean and safe condition so that its appearance and use will not discredit the transferor. The transferee agrees to use the transferred property for display or educational purposes only and to protect the transferred property from vandalism by displaying it behind fences, on high pedestals, or by other suitable means to deter easy access by vandals. The transferee further agrees to place the transferred property on display within ninety (90) days following physical acceptance of the property and to provide the transferor with an 8" x 10" photograph, depicting how the transferred property is displayed.

6. In addition, the transferee agrees to furnish the transferor a notarized statement by 15 January of each year after taking possession of the property certifying that the aircraft is still in the possession of the transferee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the transferee shall provide an updated photograph and details regarding changes. The transferee shall also certify annually by 15 January that the transferred property is being used in accordance with the terms of this agreement. Additional considerations for display and safety are set forth in Attachment ____ and are incorporated and made part of this *Conditional Deed of Gift*.

7. The transferee agrees that transferred aircraft/missile shall not be restored to flying condition, nor shall the transferred aircraft/missile be flown under any circumstances.

8. The transferee shall indemnify, and defend the transferor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the transferred property.

9. The transferee agrees to allow authorized representatives of the transferor access to the transferee's records and facilities to assure accuracy of the information provided to the transferor and compliance with the terms of this *Conditional Deed of Gift*.

10. Title is transferred on special conditions that the _____ will not be transferred or otherwise disposed of (including retransferring) without the written consent of the transferor. If disposition of the property by any method (including retransferring) is attempted without the consent of the transferor, title to the property is subject to forfeiture, and the transferor may require return of the property by the transferee or may repossess the property from whomever may have possession thereof, and the transferee shall bear all expenses, including legal and other costs incurred by the transferor to obtain the return and repossession, as well as any storage costs.

Cont'd

11. Upon the failure of the transferee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the transferred property shall revert to and be vested in the transferor. Repossession of all or any part of the transferred property by the transferor shall be at no cost or expense to the transferor, and the transferee shall bear all expenses, including legal and other costs, incurred by the transferor to obtain the return and repossession, as well as any storage costs.

12. If at any time transferred property is no longer used for display or educational purposes, or if the transferee no longer wishes to keep the transferred property, written notice shall be given to the transferor, title to the property shall revert to and become vested in the transferor who shall be entitled to immediate repossession of the transferred property. The transferor will exercise its option within sixty (60) days after receipt of written notice from the transferee and will:

a. Advise the transferee that the transferor has another requirement for the transferred item and will make appropriate arrangements for the repositioning.

b. Advise the transferee that the transferor desires to take title of the transferred property and will arrange for appropriate disposition at the present location.

c. Advise that the transferor has no further requirements for the transferred items and that the transferee, at their expense, is authorized, based on preference, to dispose of the transferred item by one of the following methods:

(1) Demilitarize/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the transferor. The transferee will be required to certify in writing to the transferor that all requirements have been met and will provide the transferor with photographs of the property after the demilitarization/destruction has occurred.

(2) Transport the transferred property to the nearest military activity, provided the installation commander of that activity is agreeable in writing to accepting the property. The transferee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the transferee to be provided to the transferor for record purposes.

Subject to the conditions set forth herein, title to the property shall be vested in the transferee upon receipt of written acceptance hereof from the transferee.

Executed on behalf of the transferor this _____ day of _____ 19_____, at
_____.

Cont'd

United States of America

By: _____

Title: _____

Agency: _____

Address: _____

ACCEPTANCE

The transferee, through its authorized representative, hereby accepts title to and delivery of the transferred property, subject to the conditions contained in the *Conditional Deed of Gift* set forth above. In accepting, the transferee also acknowledges receipt of the attached "Considerations for Display and Safety."

Executed on behalf of the transferee this _____ day of _____ 19____, at
_____.

[Name of Transferee Organization]

By: _____

Title: _____

Address: _____

Attachment 8A2
Sample -- Standard Loan Agreement

Standard Loan Agreement

By this agreement, made as of _____ *[date]* _____ between the United States of America, hereinafter called "the Government," represented by *[name/title of Service representative]*, hereinafter called "the Lender," and *[name of municipality, nonprofit organization, etc.]*, hereinafter called "the Borrower," incorporated and operating under the laws of the State of _____ and located at _____.

Pursuant to 10 U.S.C. 2572, as amended, the Government hereby loans to _____ the following property: _____ for the period commencing _____ and ending _____ with an option for annual renewal.

The Borrower has applied in writing by letter dated _____ for the loan of said property and hereby agrees to accept it on an "as is, where is" basis, to be responsible for all arrangements and to assume and pay all costs, charges, and expenses incident to the loan of this property, including the cost of preparation for transportation from *[location of property]* to *[destination]*, the cost of disassembly, packing, crating, handling, transporting, and other actions incidental to the movement of the loaned property to the Borrower's location.

The Borrower shall obtain no interest in the loaned property, and the title for the loaned property shall remain with the Lender at all times.

The Borrower agrees to use the loaned property in a careful and prudent manner. The Borrower shall not, without prior permission of the Lender, modify the loaned property in any way which would alter the original form, design or the historical significance of said property. The Borrower shall perform routine maintenance on the loaned property so the display of the loaned property does not reflect discredit on the Lender. The Borrower shall display and protect the loaned property in accordance with the considerations for display and safety set forth in Attachment ____ to this Loan Agreement which are incorporated herewith and made part of this Loan Agreement.

The Borrower agrees to accept physical custody of the property within *[period of time in calendar days]*, after execution of this agreement. The Borrower shall receipt to the Lender for the loaned property on assuming custody of it and shall place the loaned property on exhibit within *[period of time in calendar days]*. The Borrower shall report annually to the Lender on the condition and location of the property.

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The Borrower agrees not to use the loaned property as security for any loan. The Borrower agrees not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances.

The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

The Borrower agrees to return the loaned property to the Lender at no expense to the Lender, on termination of this Loan Agreement, or earlier, if it is determined that the property is no longer required.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the Attachment(s) thereto shall be sufficient cause of the Lender to repossess the loaned property, or terminate this agreement. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Lender; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges, including any legal or other costs incurred in connection with repossession attributable to such repossession.

Executed on behalf of the Lender this _____ day of _____ 19____, at _____.

United States of America

By: _____

Title: _____

Agency: _____

Address: _____

Cont'd

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts delivery of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. In accepting, the transferee also acknowledges receipt of the attached "Considerations for Display and Safety."

Executed on Behalf of the Borrower this _____ day of _____, 19____, at _____.

[Name of Borrower Organization]

By: _____

Title: _____

Address: _____

Attachment 8A3

Sample -- Certificate of Assurance of Compliance

Certificate of Assurance of Compliance

[Name of Applicant] (hereinafter called "Applicant-Recipient") hereby agrees that in compliance with Title VI of the Civil Rights Act of 1964, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, no person shall, on the grounds of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives a gift/transfer/loan from the *[applicable Military Service]* and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This agreement will continue in effect during the time the Applicant-Recipient retains ownership, possession, or control of the property transferred by gift/transfer/loan. Further, Applicant-Recipient agrees and assures that its successors and/or assignees will be required to give an assurance similar to this assurance as a condition precedent to acquiring any right, title, or interest in and to any of the property transferred herein.

This assurance is given in consideration of and for the purpose of obtaining a transfer of federally owned property pursuant to *[cite applicable statute]* consisting of the following items:

[Include name, description, and quantity of property transferred by gift/transfer/loan]

[Use additional sheets if more space is required.]

The Applicant-Recipient recognizes and agrees that such Federal *[gift/transfer/loan]* will be made in reliance on the representations and agreements made in this Assurance, and that the United States Government will have the right to seek judicial enforcement of this Assurance.

Cont'd

This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

[Date]

[Applicant-Recipient]

By: _____
*[President, Chairman of Board, or
comparable authorized official]*

Address: _____

Attachment 8A4

Considerations for Display and Safety

8A4.1. Aircraft are obviously designed aerodynamically to fly under certain conditions. Consequently, the aircraft may become airborne in heavy windstorms unless proper precautions are taken. If the aircraft is positioned directly on its wheels, the main landing gear hydraulic struts supporting the aircraft may collapse unless they are properly secured and periodically inspected. Other danger areas include broken canopies and jagged or torn metal surfaces.

8A4.2. Aircraft/missiles should be placed in areas that will reduce the possibility of vandalism. All aluminum surfaces must be cleaned and brightened periodically. The length of time between cleanings will vary with the geographical location and weather conditions at the display location. A complete cleaning should be performed at least annually with intermediate care as required by local conditions. For each annual cleaning, a phosphoric acid type cleaning and application of a brightening agent is recommended. Painted or magnesium surfaces must be cleaned with an alkali based detergent such as trisodium phosphate. *CAUTION:* Care must be taken to protect magnesium surfaces from contact with phosphoric acid or metal brightening compound used on aluminum surfaces. The cleaned surfaces may be coated with a liberal application of hard wax to lengthen the time between cleaning operations. Painted aircraft must be repainted periodically to maintain an acceptable appearance. With proper intermediate washing and care, painted surfaces will maintain their appearance for a long time.

8A4.3. All insignia, markings, stenciling, and emblems must be maintained in their original positions, form, and colors. The serial number shown on the airframe, as well as in the documentation, must be maintained for future identification or confirmation should the need arise. Color photographs and measurements should be taken to serve as references when repainting is required. Improper, unauthorized, or misleading marks of any type must not be placed on aircraft.

8A4.4. Landing gear parts, except the highly polished surfaces that work inside the shock absorbers and strut sleeves, should be protected with aluminum paint. The polished surfaces of the working parts should be wiped with a light coating of protective lubricant to prevent corrosion.

8A4.5. To protect the public from possible injury, certain precautions should be taken.

8A4.5.1. All access hatches, except one, should be permanently sealed by bolting through the hatch to internal crossbars, riveting the door to its jamb, attaching hasps and locks internally, or similar method. The crevices should then be caulked to keep out dust, rain, snow, and ice. The remaining hatch should be secured with a hasp welded in place and padlocked (multiple locks are preferred). This technique reduces the possibility of unauthorized access but provides emergency entrance for authorized personnel.

8A4.5.2. Periodic inspection should be made to determine damage or deterioration from weather or vandalism, and action should be taken to repair the damage as soon as possible after its discovery.

8A4.5.3. The aircraft should be placed on stands of sufficient strength to bear the weight of the aircraft and maintain it in position.

8A4.5.4. The air pressure in the tires should be kept at the minimum that is sufficient to maintain the shape of the tire.

8A4.5.5. The aircraft should be secured by steel cable tiedowns attached to the aircraft tiedown points and secured to ground rings set in poured concrete bases.

8A4.5.6. All gasoline tanks, fuel tanks, oil tanks, fuel lines, and hydraulic systems should be checked to ensure

they are safe. This action will have been accomplished during the decommissioning of the aircraft; however, an additional check and action, if necessary, should be made when the aircraft is being set up for display.

8A4.5.7. Whenever found on the aircraft/missile, water and deicing fluid systems should be drained.

8A4.5.8. All landing gear and control surfaces must be locked into a position suitable for display.

8A4.5.9. Any high pressure oxygen bottles, hydraulic reservoirs, and fire extinguisher bottles should be removed if found.

8A4.5.10. All protruding objects of a hazardous nature should be removed or covered.

8A4.5.11. Adequate public liability insurance must be arranged for and obtained.

8A4.5.12. Aircraft will not be treated as toys or substitutes for playground equipment.